



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

Michael O. Leavitt
Governor

Lowell P. Braxton
Division Director

FACSIMILE COVER SHEET

DATE: OCTOBER 19, 1999

NUMBER OF PAGES INCLUDING THIS COVER SHEET: 16

TO:

TOM MITCHELL
ATTORNEY GENERAL'S OFFICE

FAX NUMBER: 366-0352

FROM:

Wayne Hedberg

Minerals Reclamation and Development Program

PHONE: (801) 538-5291

FAX: (801) 359-3940

SUBJECT:

STAKER PAVING DRAFT SURETY BOND,
PERMIT TRANSFER & RECLAMATION CONTRACT
FORMS

REMARKS:

TOM, I MET WITH MIKE FORREST
AGAIN TODAY AND WENT OVER THE
CHANGES MADE IN RESPONSE TO MY
10/13/99 DEFICIENCY LIST. THE FORMS
WERE PRETTY WELL IN ORDER. I HAD
ONLY A COUPLE MINOR CHANGES/CORRECTIONS
THAT MIKE WILL MAKE & FINALIZE THE FORMS.
THEY HOPE TO CLOSE THE DEAL TOMORROW.

Should you encounter any problems with this copy, or do not receive all the pages, please call

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* HERE
ARE COPIES
OF THE DRAFT
FORMS - FOR
YOUR REVIEW.
LET ME KNOW IF YOU
SEE ADDITIONAL
PROBLEMS
TX.
W.

T. ACTION REPORT

1049/001 P.01
OCT-19-99 MON 05:32 PM

SEND (M)

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
OCT-19	05:22 PM	3660352	9' 36"	19	SEND	(M) OK	042	
TOTAL			9M 36S		PAGES:	19		



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DATE: OCTOBER 19, 1999

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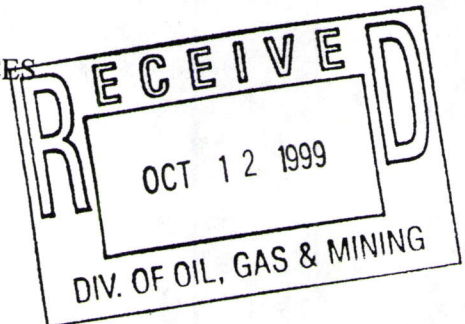
FROM: Wayne Hedberg

Minerals Reclamation and Development Program

For Division Use:

File No.: _____
Effective Date: _____
DOGM Lead: _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
1594 West North Temple, Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



TRANSFER OF NOTICE OF INTENTION
LARGE MINING OPERATIONS

--ooOoo--

1. (a) Notice of Intention to be transferred (file number): M/49/001
(b) Name of mining operation: Kaisley Quarry
(c) Location of mining operation (county): Utah
(d) Name, telephone number and mailing address of the operator currently holding the notice of intention (transferor):
Ganava Steel
P.O. Box 2500
Provo, UT 84603-2500
2. (a) Name, telephone number and mailing address of the operator acquiring the notice of intention (transferee):
Staker Paving & Construction Company, Inc.
P.O. Box 27598
Salt Lake City, UT 84127-0598
(b) Name, telephone number and address of the authorized representatives of the Transferee to whom any notices under the provisions of the Utah Mined Land Reclamation Act may be sent:
Mr. Lloyd M. LaFevre, V.P., C.O.O.
Staker Paving & Construction Company, Inc.
P.O. Box 27598, S.L.C., UT 84127-0598
3. (a) The total disturbed area identified in the approved notice of intention: 400 acres (approx.)
(b) The actual number of acres disturbed by the operation through date of transfer: _____

(c) Attach a legal description of above acreages as Appendix "A" and a map of suitable scale with actual disturbed areas clearly shown and identified.

4. This application must be accompanied by a fully executed and signed Reclamation Contract (Form MR-RC)

STATE OF _____)
COUNTY OF _____) ss.

* STAKER IS
AWAITING
SIGNED / NOTARIZED
FORM FROM
GENEVA

SWORN STATEMENT OF TRANSFEROR

I, _____ being first duly sworn under oath, depose and say that I am _____ (officer or agent) of _____ (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the said application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement I certify that the Transferor is in full compliance with the Utah Mined Land Reclamation Act, the Rules and Regulations promulgated thereunder, and the terms and conditions of Notice of Intention No. _____.

Signature

Name (type or print)

Title

Subscribed and sworn before me this _____ day of _____, 19____.

Notary Public
Residing at: _____

My commission Expires:

_____, 19____.

STATE OF _____)
) ss.
COUNTY OF _____)

* TO BE
FINALIZED
BY STAKER
& NOTARIZED

FINAL SWORN STATEMENT OF TRANSFEREE

I, Lloyd LeFavre being first duly sworn under oath, depose and say that I am Vice President (officer or agent) of Staker Paving and Const. Co., Inc. (Corporation/Company Name); and that I am duly authorized to execute and deliver the foregoing obligations; that I have read the application and fully understand the contents thereof; that all statements contained in the transfer application are true and correct to the best of my knowledge and belief. By execution of this statement, the Transferee agrees to be bound by the terms and conditions of Notice of Intention No. _____, the Utah Mined Land Reclamation Act, and the Rules and Regulations promulgated thereunder.

Signature

Name (type or print)

Title

Subscribed and sworn before me this _____ day of _____, 19____.

Notary Public

Residing at: _____

My commission Expires:

_____, 19____.

CERTIFICATION OF APPROVAL

This is to certify that I have examined the foregoing application and do hereby grant the same, subject to the following limitations and conditions:

- (a) This transfer of notice of intention grants only the right to affect the lands described in Appendix "A."
- (b) The transferee has provided to the Division a fully executed and signed Reclamation Contract (Form MR-RC). The surety shall be effective on the date of transfer.
- (c) The transferee, or such other person as required by UCA 1953, Title 40-8, has acquired legal right to mine for lands described in Appendix "A."

COMMENTS:

APPROVED: _____

Lowell P. Braxton, Director
Division of Oil, Gas and Mining

Effective Date: _____

NOI No.: _____

APPENDIX "A"

Operator _____

Mine Name _____

Permit Number _____

County, Utah

The legal description of lands to be disturbed is:

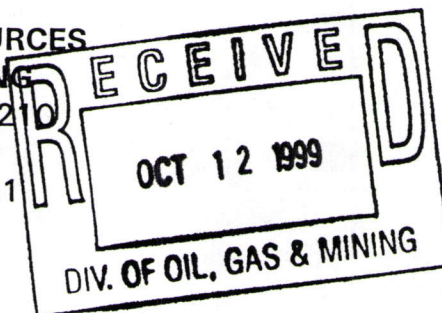
* LEGALS ARE
FORTH COMING
ON FINAL
DRAFT.

File Number _____

Effective Date _____

Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M/049/001
Limestone, dolomite, quartzite

"MINE LOCATION":
(Name of Mine)
(Description)

Keisler Quarry in Utah County
6.5 miles SW of Payson, UT
at the south end of West
Mountain

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)

400 ACRES
(refer to Attachment "A")

"OPERATOR":
(Company or Name)
(Address)

Staker Paving & Const. Co. Inc.
1000 West Center Street
North Salt Lake UT 84054

(Phone)

(801) 298-7500

"OPERATOR'S REGISTERED AGENT":

(Name)

(Address)

(Phone)

S. Val Stakar
President
Stakar Paving & Construction Co., Inc.
P.O. Box 27598 SLC, UT 84127-0598
(801) 298-7500

"OPERATOR'S OFFICER(S)":

S. Val Stakar, President
Gordon I. Stakar, Vice - Pres.
Lloyd M. LaFavre, V.P. C.D.O.
Don B. Lybbert, Sec. / Treas.

"SURETY":

(Form of Surety - Attachment B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Liberty Mutual Insurance Co.

"SURETY AMOUNT":

(Escalated Dollars)

\$615,500."

"ESCALATION YEAR":

2003

"STATE":

"DIVISION":

"BOARD":

State of Utah
Division of Oil, Gas and Mining
Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Stakar Paving & Construction Company, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/49/001 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 6/22/77, and the original Reclamation Plan dated 6/22/77. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Staker Paving & Construction Co., Inc.
Operator Name

* TO BE
FINALED &
NOTARIZED

By Lloyd M. LeFevre
Authorized Officer (Typed or Printed)

Vice President C.O.O.
Authorized Officer - Position

Officer's Signature

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally
appeared before me _____ who being by
me duly sworn did say that he/she, the said _____
is the _____ of _____
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
_____ duly acknowledged to me that said
company executed the same.

Notary Public

Residing at: _____

My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

By _____
Lowell P. Braxton, Director

_____ Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____,
personally appeared before me _____, who being
duly sworn did say that he/she, the said _____
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,
State of Utah, and he/she duly acknowledged to me that he/she executed the foregoing
document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

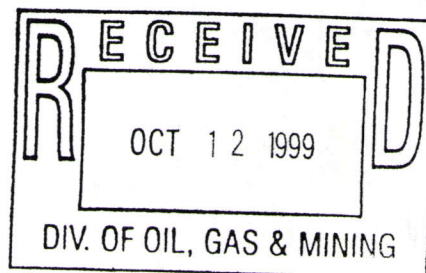
STAKER PAVERS
AND
CONSTRUCTION
COMPANY, INC.
ATTACHMENT "A"

<u>Geneva Steel Company</u>	<u>Keigley Quarry</u>
Operator	Mine Name
<u>M/049/001</u>	<u>Utah</u> County, <u>Utah</u>
Permit Number	

The legal description of lands to be disturbed is:

The lands to be disturbed, consisting of approximately 400 acres, are located within the following described areas:

SW1/4 Section 15; N1/2 SE1/4, SE1/4 SE1/4, Section 16; Section 22;
SW1/4 SW1/4 Section 23; W1/2 NW1/4 Section 26, NE1/4, E1/2 NE1/4 NW1/4
Section 27; Township 9 South, Range 1 East, SLB&M.



ATTACHMENT B

FORM MR-3

January 7, 1999

Bond Number

M/049/001

Permit Number

KEIGLEY QUARRY

Mine Name

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned STAKER PAVING AND CONSTRUCTION COMPANY, INC., as Principal, and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of SIX HUNDRED FIFTEEN THOUSAND FIVE HUNDRED dollars (\$ 615,500.00 * * * * *).

Principal has estimated in the Mining and Reclamation Plan approved by the Division on the 23RD day of MARCH, 1999, that 400 acres of land will be disturbed by mining operation in the State of Utah. ← 1989

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect. *Forthcoming*

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

Page 2
MR-5 (revised January 7, 1999)
Attachment B

Bond Number _____
Permit Number M/049/001
Mine Name KEIGLEY QUARRY

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

STAKER PAVING AND CONSTRUCTION COMPANY, INC.

Principal (Permittee)

S. Val Staker

By (Name typed):

President

Title

Signature

Date

Surety Company

LIBERTY MUTUAL INSURANCE COMPANY

Company Officer

TINA DAVIS, ATTORNEY-IN-FACT

Title/Position

60 EAST SOUTH TEMPLE, STE. 1600

Surety Company Address

SALT LAKE CITY, UTAH 84111

City, State, Zip

Signature

Date

10/15/99

Page 3
MR-5 (revised January 7, 1999)
Attachment B

Bond Number _____
Permit Number M/049/001
Mine Name KEIGLEY QUARRY

SO AGREED this 15TH day of OCTOBER, 19 99.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

* Date
to be blank
left for
for TDCM
completion.

Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

Page 4
MR-5 (revised January 7, 1999)
Attachment B

Bond Number _____
Permit Number M/049/001
Mine Name KEIGLEY QUARRY

AFFIDAVIT OF QUALIFICATION

On the 15TH day of OCTOBER, 1999, personally appeared before me
TINA DAVIS who being by me duly sworn
did say that he/she, the said TINA DAVIS is the ATTORNEY-IN-FACT
of LIBERTY MUTUAL INSURANCE COMPANY and duly acknowledged that said instrument
was signed on behalf of said company by authority of its bylaws or a resolution of its board of
directors and said
TINA DAVIS duly acknowledged to me that said company executed
the same, and that he/she is duly authorized to execute and deliver the foregoing obligations;
that said Surety is authorized to execute the same and has complied in all respects with the laws
of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

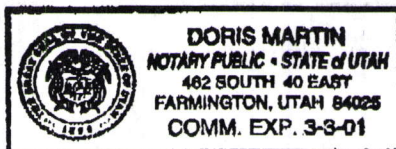
Signed: _____

Surety Officer

Title: TINA DAVIS, ATTORNEY-IN-FACT

STATE OF UTAH)
) ss:
COUNTY OF SALT LAKE)

Subscribed and sworn to before me this 15TH day of OCTOBER, 1999.



Doris Martin
Notary Public
Residing at: FARMINGTON, UTAH

My Commission Expires:

3/3/01, 19

POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND

This Power of Attorney limits the act of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS**

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts mutual insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint,

VICKI SORENSEN, JACE PEARSON, TINA DAVIS, DORIS MARTIN, KAREN HONE, ALL OF

THE CITY OF SALT LAKE CITY, STATE OF UTAH

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY-FIVE MILLION AND 00/100 DOLLARS (\$ 75,000,000.00)** each, and the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XVI - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer or other official of the company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the company by their signature and execution of any such instruments and to attach thereto the seal of the company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XVI, Section 5 of the By-laws, Assistant Secretary Garnet W. Elliott is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization above set forth are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this instrument has been subscribed by its authorized officer and the corporate seal of the said Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 10th day of August, 1999.

LIBERTY MUTUAL INSURANCE COMPANY

By

Garnet W. Elliott

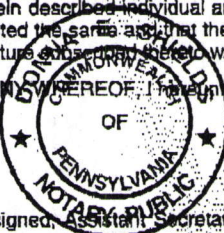
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 10th day of August, A.D. 1999 before me, a Notary Public, personally came the individual, known to me to be the therein described individual and officer of Liberty Mutual Insurance Company who executed the preceding instrument, and he acknowledged that he executed the same and that the seal affixed to the said preceding instrument is the corporate seal of said company; and that said corporate seal and his signature and subscription thereto was duly affixed and subscribed to the said instrument by authority and direction of the said company.

IN TESTIMONY WHEREOF, I have set my hand and affix my official seal at Plymouth Meeting, PA, the day and year first above written.



NOTARIAL SEAL
DONNA E. SHIELDS, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Feb. 2, 2002

CERTIFICATE

Donna E. Shields
Notary Public

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer who executed the said power of attorney was one of the officers specially authorized by the chairman or the president to appoint any attorney-in-fact as provided in Article XVI, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate may be signed by facsimile under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company wherever appearing upon a certified copy of any power of attorney issued by the company, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15TH day of OCTOBER, 1999



Garnet W. Elliott
Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 10, 20 01

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.